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**Pittsburgh Athletic Association and UNITE HERE
Local 57.** Cases 06–CA–105460 and 06–CA–
105461

January 6, 2016

**SUPPLEMENTAL DECISION AND ORDER
BY CHAIRMAN PEARCE AND MEMBERS HIROZAWA
AND MCFERRAN**

The General Counsel seeks default judgment in this case on the ground that the Respondent has failed to file an answer to the compliance specification.

On December 24, 2013, the National Labor Relations Board issued a Decision and Order¹ finding that Pittsburgh Athletic Association, the Respondent, violated Section 8(a)(5) and (1) of the Act, and ordering the Respondent, among other things, to remit to UNITE HERE Local 57, the Union, all dues and fees as required by the parties' 2012–2015 collective-bargaining agreement that had been deducted from unit employees' wages and that had not been remitted to the Union since about November 2012, with interest.

A controversy having arisen over the amount due under the Board's Order, on April 29, 2014, the Acting Regional Director for Region 6 issued a compliance specification and notice of hearing alleging the amount due under the Board's Order, and notifying the Respondent that it should file a timely answer complying with the Board's Rules and Regulations. Although properly served with a copy of the compliance specification, the Respondent failed to file an answer.

By letter dated June 18, 2014, the Region advised the Respondent that no answer to the compliance specification had been received and that if no answer was filed by June 25, 2014, a Motion for Default Judgment would be filed. To date, the Respondent has not filed an answer.

On July 1, 2014, the General Counsel filed with the Board a motion for default judgment, with exhibits attached. On July 2, 2014, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent again filed no response. The allegations in the motion and in the compliance specification are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

¹ 360 NLRB No. 18.

Ruling on the Motion for Default Judgment

Section 102.56(a) of the Board's Rules and Regulations provides that a respondent shall file an answer within 21 days from service of a compliance specification. Section 102.56(c) provides that if the respondent fails to file an answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate.

According to the uncontroverted allegations of the motion for default judgment, the Respondent, despite having been advised of the filing requirements, has failed to file an answer to the compliance specification. In the absence of good cause for the Respondent's failure to file an answer, we deem the allegations in the compliance specification to be admitted as true, and we grant in part the General Counsel's Motion for Default Judgment.

The Board's Order requires the Respondent to

Remit to the Union all dues and fees as required by article I, section 2 of the 2012–2015 collective-bargaining agreement *that have been deducted from unit employees' wages and that have not been remitted* since about November 2012, with interest, in the manner set forth in the remedy section of this decision.²

Paragraphs 3–5 of the compliance specification provide as follows:

3. During the time period from October 2012 to the present date [April 29, 2014], Respondent withheld from Unit employees' pay some, but not all, of the dues and fees required to be withheld by Article I, Section 2 of the 2012–2015 collective-bargaining agreement.

4. With the exception of March 2013, since November 2012 Respondent has failed to remit to the Union dues deducted since October 2012.

5. The amount of dues and fees reportedly withheld by Respondent from unit employees' pay, but not remitted to the Union from November 2012 to December 2013 [] are reported in Appendix A.

The total of the amounts listed in appendix A is \$23,835.15. As the Board's Order requires only that the Respondent remit to the Union those dues and fees that were deducted from employee wages and *have not been remitted*, we find that appendix A properly reflects the

² Id., slip op. at 3. (Emphasis added.)

amount to be remitted by the Respondent to the Union for the period of November 2012 through December 2013, and we grant the General Counsel's motion in this respect.

The compliance specification further states in paragraphs 6 through 8 that the amounts set forth in appendices B through D reflect the amounts due to the Union from November 2012 through May 2014. However, the compliance specification fails to set out any amounts as "reportedly withheld by Respondent from unit employees' pay, but not remitted to the Union" for the period from January 2014 through May 2014. Accordingly, we deny the motion with respect to this time period, without prejudice to the General Counsel issuing a supplemental compliance specification setting forth the amounts, if any, withheld by the Respondent from unit employees' pay, but not remitted to the Union, since January 2014. Nothing herein will require a hearing if, in the event of the issuance of a supplemental compliance specification, the Respondent again fails to answer, thereby admitting the allegations. In such circumstances, the General Counsel may renew the motion for default judgment with respect to the supplemental compliance specification. See, e.g., *Cray Construction Group LLC*, 341 NLRB 944 (2004).

Accordingly, we conclude that the net amount of dues and fees due UNITE HERE Local 57 for the period of November 2012 through December 2013 are as stated in appendix A of the compliance specification, and we will

order that the Respondent remit that amount, plus interest accrued to the date of payment.

ORDER

The National Labor Relations Board orders that the Respondent, Pittsburgh Athletic Association, Pittsburgh, Pennsylvania, its officers, agents, successors, and assigns, shall make whole UNITE HERE Local 57 by payment of the amount of \$23,835.15, plus interest accrued to the date of payment, as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010).

Amount Due to the Union	\$23,835.15
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Dated, Washington, D.C. January 6, 2016

Mark Gaston Pearce,	Chairman
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Kent Y. Hirozawa,	Member
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Lauren McFerran,	Member
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(SEAL)

NATIONAL LABOR RELATIONS BOARD